

## CONDITIONS OF SALE

1. Any variation of these conditions in any document of the buyer is inapplicable unless specifically accepted in writing by us.
2. All quotations are subject to confirmation by us on receipt of an order and machines from stock are offered subject to being unsold when the order is received.
3. All orders are accepted only:-
  - (a) upon the terms and conditions set out herein.
  - (b) accompanied by sufficient information to enable us to proceed with the order forthwith.
  - (c) of not less order value than £45 net.
4. We reserve the right to refuse any order.
5. The quoted price for the goods may be varied by additions upwards by us in accordance with market conditions at the date of actual supply and the buyer shall pay such addition to the quoted price. Without prejudice to the generality of the foregoing, market conditions shall include any increase in the cost of labour and/or materials, operation and/or transport, or any variation in the rate of exchange on imported equipment.
6. All quotations are strictly net cash against invoices unless otherwise stated. In the case of export contracts payment in full shall be due upon presentation of invoices and notification from us that the goods are ready for despatch. Terms for approved Account customers are net 30 days. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
7. Any date given for despatch of the goods is an estimate only, and no liability can be accepted for the consequences of any delay.
8. Unless instructions to the contrary are stated in the order we shall arrange for transport of the goods and delivery to the destination stated in the order. Goods are quoted ex-works and charges for packing, carriage and insurance will be added to the invoice. Loss or damage in transit or short delivery must be notified in writing within 3 days of receipt (of goods or invoice) otherwise claims will not be accepted.
9. If we do not receive forwarding instructions within 14 days of notification that the goods were available for despatch a reasonable charge for storage including insurance and demurrage shall be made and shall be paid by the buyer.
10. All specifications, drawings and particulars of weights and dimensions submitted with quotations are approximate only and the descriptions and illustrations contained in catalogues, price lists and any other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract, nor shall they be treated as constituting a representation that goods of that type will be supplied.
11.
  - (a) Alteration of the goods ordered before or after delivery will be undertaken by us only on terms agreed by us with the buyer which will provide for the payment of all such sums as may be reasonably required by us.
  - (b) Cancellation of any order will only be accepted by us on terms agreed with us in writing. Acceptance of any cancellation will be made at our sole discretion and will include a cancellation charge of not less than 10% of the order placed.
12. The buyer shall be responsible for ensuring that all Statutory, Government or Local Authority regulations are complied with in relation to any goods purchased from us. The buyer shall ensure that all instructions, handbooks, notices and warnings issued by us are properly understood and complied with at all times by all persons using the goods or working in close proximity to them. In accordance with the Health & Safety at Work Act 1974, all machines must be fitted with adequate guarding (at an additional cost to the buyer) unless we receive written notification stating that the buyer accepts full responsibility for guarding as prescribed in the Act.
13.
  - (a) We warrant that in manufacture by us of goods only the best workmanship and materials have been employed. If within 12 months from the date of despatch (subject to being used on a normal single shift basis only) there shall be found any defect caused by faulty materials or workmanship and not caused by fair wear and tear, damage in transit, accident, misuse or neglect, we shall make good the defect free of charge either by repair or at our option by the replacement of a part or parts.
  - (b) No warranty or guarantee is given in respect of proprietary articles and products supplied by us and not of our manufacture which are subject only to the maker's guarantee or warranty (if any) and the buyer is entitled to the benefit of that guarantee only so far as we have the power to transfer it.
  - (c) No warranty or guarantee is given on used machinery unless specifically agreed in writing by us.
  - (d) Any warranty or guarantee available may be invalidated if the goods are installed or used improperly, or in an unsuitable environment.
14. Save as aforesaid no condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will obtain any performance figures (unless such figures are guaranteed by us in writing) or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that any such purpose or conditions may be known or made known to us.
15.
  - (a) Save as expressly provided in these conditions we shall be under no liability whatsoever in respect of any loss injury or expense whatsoever arising from any defect in the goods and in particular (but without prejudice to the generality of the foregoing) we shall not be liable for any consequential damage or expense or any loss of profit or any liability to third parties incurred by the buyer in consequence of such defects.
  - (b) The buyer will indemnify us in respect of any liability, loss, claim or proceedings whatsoever arising whether under any Statute or at common law in respect of any damage to property or the death or injury to any person caused by or by the use of any goods sold by us to the buyer unless in the case of death or personal injury only, such death or injury shall be proved to have been caused by our negligence or that of our employees.
  - (c) Nothing in these Conditions shall apply to exclude or restrict any liability which cannot be excluded or restricted by virtue of the Unfair Contract Terms Act 1977.
16. The buyer is responsible for safe custody and storage of the goods and any plant or material (including tools used in erection or setting up the goods) from the time such items are delivered to the site and notwithstanding that the property and the goods, etc. may not have passed to the buyer.
17. The goods shall remain our sole and absolute property as legal and equitable owners until such time as the buyer shall have paid to us the agreed price together with the full price of any other goods the subject of any other contract. We may for the purpose of recovery of our goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may use any transport and plant as necessary to repossess them. Until such time as the buyer becomes the owner of the goods he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as our goods. The buyer acknowledges that he is in possession of goods solely as a fiduciary for ourselves until he shall become the owner.
18. In the event of any dispute in connection with the contract we reserve the right to refer the matter to arbitration before a single arbitrator to be nominated by mutual agreement.
19. Acceptance of delivery of the goods shall be deemed conclusive evidence of the buyer's acceptance of these conditions.
20. The invalidity, illegality or unenforceability of any provision of these conditions shall not affect the other conditions.
21. These conditions and the contract shall be subject to and construed in accordance with English Law.